

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EMOJI COMPANY GmbH,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A
HERETO,

Defendants.

Case No. 21-cv-1739

Judge John Robert Blakey

DEFAULT JUDGMENT ORDER

This action having been commenced by EMOJI COMPANY GmbH against the defendants identified in the attached Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail,

along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can and do purchase products bearing counterfeit versions of EMOJI trademarks which are protected by U.S. Trademark Registration Nos. 4,868,832, 5,202,078 and 5,415,510 (collectively referred to as the “EMOJI Trademarks”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the EMOJI Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine EMOJI Product or is not authorized by Plaintiff to be sold in connection with the EMOJI Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine EMOJI Product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the EMOJI Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the EMOJI Trademarks and damaging Plaintiff's goodwill;
 - e. otherwise competing unfairly with Plaintiff in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in

any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the EMOJI Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the EMOJI Trademarks or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine EMOJI Product or is not authorized by Plaintiff to be sold in connection with the EMOJI Trademarks.

- 2. The domain name registries for the Defendant Domain Names, including, but not limited to, Amazon and Joom, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at Plaintiff's choosing:

- a. permanently transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for

- the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
- b. cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer Amazon.com ("Amazon"), Joom.com ("Joom"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within five (5) business days of receipt of this Order:
- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the EMOJI Trademarks, including any accounts associated with the Defaulting Defendants listed in Amended Schedule A attached hereto;
- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the EMOJI Trademarks; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified in Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

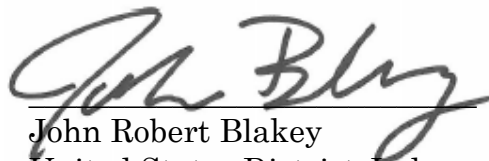
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit EMOJI Trademarks on products sold through at least the Defendant Internet Stores.
5. Amazon and Joom shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon and Joom, are hereby released to Plaintiff as partial payment of the above-identified damages, and Amazon and Joom are ordered to release to Plaintiff the amounts from Defaulting Defendants' Amazon and Joom accounts within ten (10) business days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon and Joom in the event that any new Amazon and Joom accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon and Joom shall within five (5) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Amazon and Joom accounts;
 - b. Restrain and enjoin such accounts or funds that are China or Hong Kong-based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' Amazon and Joom accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:
 - a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Jose Santiago and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten-thousand-dollar (\$10,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602. This is a Final Judgment.

Dated: May 5, 2022

Entered:


John Robert Blakey
United States District Judge

AMENDED SCHEDULE A

No.	Defendant Name / Alias
1	dousty
2	LinYiShiHuiChuangMuZhiPinChang
4	1 Milion
6	ACXOP
8	AHIUTOO
12	Alisaly
13	AllOverAgain
14	aloneotice
16	AouMug
17	Aronidea
20	Azika
21	bangpingbaihuo
23	Bear Orange Club
24	Best Cool Gift
25	Best4Life Store
26	Biye
27	Brhome
30	CAO THI MY shop
33	chengxiangqu longqiao linzongshi xiemaodian
34	chengxiangqulongqiaolinzongdibaihuolingshoubianlid
36	Choose & Chill
37	Christine's house
41	cold master DIY lab
42	Commepartr
43	ConceptSuit
44	CRAFTSGALAXY
45	Crown Medemt
46	Crystal&
47	CS—DB
48	Customize Store
49	Dabangjewels
50	daisysnow
51	daiyundian
53	Danny Tina
54	datianxianhanxianghuaiwangdian
55	DaTongShiLinYiKeJiYouXianGongSi
56	Dawei Trading
59	Deng Chao
60	Dengfragi

64	Dododi
65	DongDongMeiZhou
66	dongdongrizadian
67	dongwanyiankejigufen
69	duaifuzhuangdian
70	Eden Edies
71	Emily Boyle666
72	FA OCEAN
73	fan pin dian zi
75	FancyMug US
76	FeiXianGuoYingBanCaiChang
77	fjsdmlswer
78	forget1
80	Glittering Jewel
82	GRAFY
83	Great Fams
85	gthytuj
87	guanghanshangmao
88	GuangZhouDeXinYuanShangMaoYouXianGongSi
89	guangzhouxuelongmaoyiyouxiangongsi
90	guqishaomao SHOP
92	hanki
93	haofulinshenghuochaoshi
94	HAOYUBOTONG-US
95	Harmon Mug store
97	HeBeiGuWeiXinCaiLiaoYouXianGongSi
98	henanshifangzhuangshigongchengyouxiangongsi
99	henanxuanyangguojihuoyundailiyouxiangongsi
100	HLPbabysbreath
101	HoArts
103	HouYiCanYinFuWuYouXianGongSi
104	HQXMD
105	HRUNC8
106	Hu Ji Long
107	iaoyoufs
108	IGROWING
109	Ilgyu Choe Store
114	Jason Paigei
115	JayaMuseum
116	JIAHEJIA
118	jiangwei19752021

119	jieshunrong
120	Jikasifa-US
121	Jinan Lixia District Meiju E-commerce
122	jindengtaishangmao
123	JiShuiXianPanXianBaiHuoDian
124	JK Home Online
126	Jolly Factory
129	KaiFengSheOuShangMaoYou
130	KAPOKKU
131	KATERN
133	KEVIN MANIS
134	Kilo-24K
135	Koba Mug
137	LanKhieu
138	LEE-JOHN fashion
139	LEIGESAN
140	Leshuo
141	Lethe mall
142	Lifetime-US
144	linsen US
145	liyirong
146	lrchanR
147	Luannee
148	LUCKY MUG
149	luckyschool
152	luohetenghua
153	LUONG TRUNG
154	LUZHOU
155	LvMeiXiaMenMaoYiYouXianGongSi
156	LvYuanQuAoZheBanGongYongPinJingXiaoChu
157	MALOLIK
159	Matching Stuff
160	May Gift Department Store
161	meigzhehg
163	midongmin
165	mingyangwangluo
166	minxyinfushi
167	miyuntianranju
168	Moddk Fide
169	MRSBB1
171	MType

173	MuyuTech
175	ngoclinhspa
177	NicholePHutsel
185	oQuZhuDaoShuDian
186	OTK Cap-US
187	PANGDUN
188	PaniniL
191	xuanwuqubinggegejisuanjixitongzhongxin
192	XuChangLiangZheJianCaiYouXianGongSi
193	xueminlidianzi
194	xunwudongshanguoyezhuanyeheshe
195	xyxyshop
198	yifuliangyoujingyingbu
199	YiJiaWangLuoKeJiYouXianGongSi
200	Yingzidian
201	YIWMHE
202	Yozef Tzabary
203	Ytb-home
205	YuCiYangZiXieDian
207	yuechuangshangmao
208	Yuelan Trading
210	yunlaijishangmaoyouxiangongsi
211	YUXINYAOiip
212	YXTXD
213	YYGLJ
214	Z.C.L
215	zdl2020
216	zhanbingchenbaihuojingyingbu
217	zhang lifa
218	zhangqianling shop
219	ZhangZhouYuYuanDianZiShangWuYouXianGongSi
220	Zhaoyujuan-us
221	zhifuqusangairiyongbaihuodian
222	ZHIMAtangyuan
223	ZhouKouDongShengDianZiKeJiYouXianGongSi
224	ZHU MNAU
226	zmpaint
228	ZSL SHOP
231	bentainAH
232	bentianP
233	B-Mug

236	cozyhome
238	Ephonecase
239	Fly2Green
246	LvoelyGreen
247	magichome
250	QimingJewelry